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WALMART, INC.

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

LEANN MARIE HARRIS;

Plaintiff,

vs.

WALMART, INC., a Foreign corporation; and
DOES Employee; DOES II through X; and
ROE CORPORATIONS I through X, inclusive,

Defendants.

Case No.: 2:25-CV-00061-JAD-BNW

[PROPOSED] PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal. The parties have stipulated to the entry of this Protective Order pursuant to Fed. R. Civ. P. 26(c), LR IA 6-2, and the Ninth Circuit's directives in *Kamakana v. City and County of Honolulu*, 447 F.3d

1 1172 (9th Cir. 2006). Discovery in this action related to the claims and defenses asserted includes
2 documents and/or information that Defendant Walmart Inc. asserts are confidential and/or
3 proprietary. The parties desire to set forth processes to protect the confidentiality of information and
4 documents that a party deems confidential and/or proprietary. Therefore, with good cause appearing,

5 **2. “CONFIDENTIAL” MATERIAL**

6 “Confidential” material shall include the following documents and tangible things produced
7 or otherwise exchanged:

- 8 a. Defendant’s training modules
- 9 b. Defendant’s floor plans
- 10 c. Defendant’s policies and procedures
- 11 d. Personnel information regarding Defendant’s employees

12 **3. SCOPE**

13 The protections conferred by this agreement cover not only confidential material (as defined
14 above), but also (1) any information copied or extracted from confidential material; (2) all copies,
15 excerpts, summaries, or compilations of confidential material; and (3) any testimony, conversations,
16 or presentations by parties or their counsel that might reveal confidential material.

17 However, the protections conferred by this agreement do not cover information that is in the
18 public domain or becomes part of the public domain through trial or otherwise.

19 **4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

20 **4.1 Basic Principles.** A receiving party may use confidential material that is disclosed or
21 produced by another party or by a non-party in connection with this case only for prosecuting,
22 defending, or attempting to settle this litigation. Confidential material may be disclosed only to the
23 categories of persons and under the conditions described in this agreement. Confidential material
24 must be stored and maintained by a receiving party at a location and in a secure manner that ensures
25 that access is limited to the persons authorized under this agreement.

26 **4.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise ordered by
27 the court or permitted in writing by the designating party, a receiving party may disclose any
28 confidential material only to:

1 (a) receiving party's counsel of record in this action, as well as employees of counsel to whom
2 it is reasonably necessary to disclose the information for this litigation;

3 (b) the officers, directors, and employees (including in house counsel) of the receiving party
4 to whom disclosure is reasonably necessary for this litigation, unless the parties agree that a particular
5 document or material produced is for Attorney's Eyes Only and is so designated;

6 (c) experts and consultants to whom disclosure is reasonably necessary for this litigation and
7 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

8 (d) the court, court personnel, and court reporters and their staff;

9 (e) copy or imaging services retained by counsel to assist in the duplication of confidential
10 material, provided that counsel for the party retaining the copy or imaging service instructs the
11 service not to disclose any confidential material to third parties and to immediately return all originals
12 and copies of any confidential material;

13 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
14 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A),
15 unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed
16 deposition testimony or exhibits to depositions that reveal confidential material must be separately
17 bound by the court reporter and may not be disclosed to anyone except as permitted under this
18 agreement;

19 (g) the author or recipient of a document containing the information or a custodian or other
20 person who otherwise possessed or knew the information.

21 **4.3 Filing Confidential Material.** Before filing confidential material or discussing or
22 referencing such material in court filings, the filing party shall confer with the designating party, to
23 determine whether the designating party will remove the confidential designation, whether the
24 document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted.
25 During the meet and confer process, the designating party must identify the basis for sealing the
26 specific confidential information at issue, and the filing party shall include this basis in its motion to
27 seal, along with any objection to sealing the information at issue. Local Civil Rule 5(g) sets forth the
28 procedures that must be followed and the standards that will be applied when a party seeks permission

1 from the court to file material under seal. A party who seeks to maintain the confidentiality of its
2 information must satisfy the requirements of applicable rules, even if it is not the party filing the
3 motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in
4 accordance with the strong presumption of public access to the Court's files.

5 **5. DESIGNATING PROTECTED MATERIAL**

6 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each party or
7 non-party that designates information or items for protection under this agreement must take care to
8 limit any such designation to specific material that qualifies under the appropriate standards. The
9 designating party must designate for protection only those parts of material, documents, items, or
10 oral or written communications that qualify, so that other portions of the material, documents, items,
11 or communications for which protection is not warranted are not swept unjustifiably within the ambit
12 of this agreement.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
14 to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily
15 encumber or delay the case development process or to impose unnecessary expenses and burdens on
16 other parties) expose the designating party to sanctions.

17 If it comes to a designating party's attention that information or items that it designated for
18 protection do not qualify for protection, the designating party must promptly notify all other parties
19 that it is withdrawing the mistaken designation.

20 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this agreement
21 (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or ordered, disclosure
22 or discovery material that qualifies for protection under this agreement must be clearly so designated
23 before or when the material is disclosed or produced.

24 (a) Information in documentary form: (*e.g.*, paper or electronic documents and deposition
25 exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings), the
26 designating party must affix the word "CONFIDENTIAL" to each page that contains confidential
27 material. If only a portion or portions of the material on a page qualifies for protection, the producing
28

1 party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
2 margins).

3 (b) Testimony given in deposition or in other pretrial proceedings: the parties and any
4 participating non-parties must identify on the record, during the deposition or other pretrial
5 proceeding, all protected testimony, without prejudice to their right to so designate other testimony
6 after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the
7 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or
8 exhibits thereto, as confidential. If a party or non-party desires to protect confidential information at
9 trial, the issue should be addressed during the pre-trial conference.

10 (c) Other tangible items: the producing party must affix in a prominent place on the exterior
11 of the container or containers in which the information or item is stored the word
12 "CONFIDENTIAL." If only a portion or portions of the information or item warrant protection, the
13 producing party, to the extent practicable, shall identify the protected portion(s).

14 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure to
15 designate qualified information or items does not, standing alone, waive the designating party's right
16 to secure protection under this agreement for such material. Upon timely correction of a designation,
17 the receiving party must make reasonable efforts to ensure that the material is treated in accordance
18 with the provisions of this agreement.

19 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 **6.1 Timing of Challenges.** Any party or non-party may challenge a designation of
21 confidentiality at any time. Unless a prompt challenge to a designating party's confidentiality
22 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
23 or a significant disruption or delay of the litigation, a party does not waive its right to challenge a
24 confidentiality designation by electing not to mount a challenge promptly after the original
25 designation is disclosed.

26 **6.2 Meet and Confer.** The parties must make every attempt to resolve any dispute regarding
27 confidential designations without court involvement. Any motion regarding confidential
28 designations or for a protective order must include a certification, in the motion or in a declaration

or affidavit, that the movant has engaged in a good faith meet and confer conference with other affected parties in an effort to resolve the dispute without court action. The certification must list the date, manner, and participants to the conference. A good faith effort to confer requires a face-to-face meeting or a telephone conference.

6.3 Judicial Intervention. If the parties cannot resolve a challenge without court intervention, the designating party may file and serve a motion to retain confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of persuasion in any such motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions. All parties shall continue to maintain the material in question as confidential until the court rules on the challenge.

7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that party must:

(a) promptly notify the designating party in writing and include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include a copy of this agreement; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the

1 person or persons to whom unauthorized disclosures were made of all the terms of this agreement,
2 and (d) request that such person or persons execute the “Acknowledgment and Agreement to Be
3 Bound” that is attached hereto as Exhibit A.

4 **9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
5 **PROTECTED MATERIAL**

6 When a producing party gives notice to receiving parties that certain inadvertently produced
7 material is subject to a claim of privilege or other protection, the obligations of the receiving parties
8 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to
9 modify whatever procedure may be established in an e-discovery order or agreement that provides
10 for production without prior privilege review. The parties agree to the entry of a non-waiver order
11 under Fed. R. Evid. 502(d) as set forth herein.

12 **10. NON TERMINATION AND RETURN OF DOCUMENTS**

13 Within 60 days after the termination of this action, including all appeals, each receiving party
14 must return all confidential material to the producing party, including all copies, extracts and
15 summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

16 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
17 documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition
18 and trial exhibits, expert reports, attorney work product, and consultant and expert work product,
19 even if such materials contain confidential material. This ability to retain confidential material is
20 intended to allow full compliance with Parties their counsel’s obligations under the Rules of
21 Professional Conduct and any professional liability insurance contracts.

22 The confidentiality obligations imposed by this agreement shall remain in effect until a
23 designating party agrees otherwise in writing or a court orders otherwise.

PURSUANT TO STIPULATION, IT IS SO ORDERED

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law.

IT IS SO ORDERED:


UNITED STATES MAGISTRATE JUDGE

DATED: 4/10/2025

Dated: April 9, 2025

MOSS BERG INJURY LAWYERS

/s/ John C. Funk
Marcus A. Berg, Esq.
John C. Funk, Esq.
Attorneys for Plaintiff
LEANN MARIE HARRIS

Dated: April 9, 2025

BURGER, MEYER & D'ANGELO, LLP

/s/James W. Fox
Tabetha A. Martinez, Esq.
James W. Fox, Esq
Attorneys for Defendant
WALMART, INC.

ATTACHMENT A

NONDISCLOSURE AGREEMENT

I, _____, do solemnly swear that I am fully familiar with the terms of the Stipulated Protective Order entered in *Leann Marie Harris v. Walmart, Inc.*, United States District Court for the District of Nevada, Case No.: 2:25-CV-00061-JAD-BNW and hereby agree to comply with and be bound by the terms and conditions of that Stipulated Protective Order unless and until modified by further order of this Court. I hereby consent to the jurisdiction of said Court for the purposes of enforcing this order.

Dated: _____

Signed: _____